

This court, in granting and continuing the injunction, proceeded upon the ground, that the bill filed here on the 14th of September, 1846, gave this court jurisdiction over the estate of Jones, then utterly insolvent, and that so long as that bill was depending; or, at all events, so long as the injunction, which issued upon it remained in force, the parties, Albert and wife, could not be permitted to resort to another court of concurrent jurisdiction, to secure themselves a preference over the other creditors of Jones. An appeal was taken by Albert and wife from this order to the Court of Appeals, and the latter court, at its December term, 1849, affirmed the order of this court, upon the ground, that the controversy in regard to the distribution of Jones' estate, commenced with the bill filed in this court, on the 14th of September, 1846; and that it brought within the jurisdiction and control of this court, the entire litigation in relation thereto; and that it was competent for this court to restrain Albert and wife from executing their decree, and to "treat the whole proceeding in Baltimore County Court as a nullity."

The estate of Jones, including the "Wheatfield Inn," having been sold under proceedings in this court, and the proceeds being now here for distribution, Mr. and Mrs. Albert exhibit their claim and insist, that by virtue of the alleged parol agreement with Jones, in the month of November, 1845, they have a special lien on the proceeds of the sale of the "Wheatfield Inn," and are entitled to be paid to the extent of those proceeds, in exclusion of his other creditors.

Those creditors and the trustees, Winn and Ross, resist this pretension, and insist, among other objections to it, that the agreement, if any such was made, is void by the provisions of the statute of frauds and perjuries, upon which they rely.

It is not doubted, and indeed has been conceded, that the agreement is within the statute, but it has been forcibly urged on the part of Albert and wife, that there is in the record, *written* evidence of the agreement, sufficient to satisfy its requisitions. It is contended, that the answer of Jones, to the bill filed against him by Albert and wife, in Baltimore County Court, in which